

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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WINDWARD BORA LLC,

Plaintiff,

MEMORANDUM & ORDER
23-cv-3654 (EK) (LGD)

-against-

JUNIA MONTOUR, NORTH AMERICAN
PARTNERS IN ANESTHESIA, CAPITAL ONE
BANK USA, NA, et al.

Defendants.

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ERIC KOMITEE, United States District Judge:

The Court has received Magistrate Judge Dunst's Report and Recommendation (R&R) dated October 2, 2023, ECF No. 16, and his additional R&R dated November 28, 2023. Judge Dunst recommends in the first R&R that plaintiff Windward Bora LLC's first motion for default judgment, ECF No. 11, be granted in part and denied in part as to liability and denied without prejudice as to foreclosure and sale and other damages, with leave to renew in a new motion.

Judge Dunst recommends in the second R&R that the plaintiff's second default judgment motion, ECF No. 17, be denied as premature because it was filed before the prior default judgment motion was resolved.

Neither party has filed objections and the time to do so has expired. Accordingly, the Court reviews Judge Dunst's

recommendations for clear error on the face of the record. See Fed. R. Civ. P. 72(b) advisory committee's note to 1983 addition; accord *State Farm Mut. Auto. Ins. Co. v. Grafman*, 968 F. Supp. 2d 480, 481 (E.D.N.Y. 2013).

Having reviewed the record, I find no clear error and therefore adopt both R&Rs in their entirety. Thus, the first motion for default judgment is granted in part and denied in part as to liability, as set forth in the R&R, and it is denied without prejudice as to foreclosure and sale and other damages. The second default judgment motion is denied as premature. Within thirty days of this order, the plaintiff may renew its motion for default judgment upon a further showing consistent with the R&Rs.

SO ORDERED.

/s/ Eric Komitee
ERIC KOMITEE
United States District Judge

Dated: March 15, 2024
Brooklyn, New York